

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Work Order #1 for PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations with C.T. HSU and Associates, P.A.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

Approve Work Order #1 for PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations in the amount of \$180,000.00 with C.T. HSU and Associates, P.A., of Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

PS-4053-08/RTB provides architectural and engineering services for the design of Seminole County fire stations. These services include, but are not limited to, architectural, structural, mechanical, electrical, systems, civil, fire protection, cost engineering, interior design, irrigation and landscape design.

Work Order #1 will provide design and construction administration services for the construction of Fire Station #29, to be located at Aloma Avenue and Loma Vista Drive. The design shall be based on the criteria established for Seminole County Fire Stations and the prototype floor plan for a three-bay 10,000 square foot station. The building and site plans developed for Fire Station #29 will be used for future fire station construction projects, and will be adapted to the differing conditions at each subsequent site with the floor plan remaining approximately the same. Staff will seek the Commissioners' input and consensus of the design prior to construction document's completion.

This is a budgeted project and funds are available in Fire Station 29 (Account #010578.560650, CIP #0258001).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Work Order #1 for PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations in the amount of \$180,000.00 with C.T. HSU and Associates, P.A., of Orlando, Florida.

ATTACHMENTS:

1. PS-4053-08_RTB - Work Order #1 (C.T. HSU)

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: 1

Master Agreement No.: PS-4053-08/RTB Dated: May 19, 2009
Master Agreement Title: Architectural and Engineering Services for Seminole County Fire Stations
Project Title: Fire Station #29 Design Services and Construction Administration

Consultant: C.T. HSU & Associates, P.A
Address: 820 Irma Avenue
Orlando, FL 32803

ATTACHMENTS TO THIS WORK ORDER:
☐ drawings/plans/specifications
☒ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:
☒ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds
☒ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within **thirty (30) calendar days after the execution of Final Acceptance for the construction project.** Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

Consultant

, Secretary

By: _____
C.T. Hsu, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of County Commissioners of
Seminole County, Florida

By: _____
Bob Dallari, Chairman

Date: _____
As authorized for execution by the Board of County
Commissioners at their _____, 20____
regular meeting.

OC **804624** ON **#23306**

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.



C.T. HSU + ASSOCIATES, P.A.
ARCHITECTURE ■ PLANNING ■ INTERIOR DESIGN
ORLANDO

May 12, 2009

Mr. Scott Werley
Construction Manager
Seminole County Florida Government
1101 E First Street
Sanford, FL 32771-1468

RE: FEE PROPOSAL for PS-4053-08/RTB
Architectural/Engineering Services for Seminole County Fire Stations

Dear Scott,

Thank you for the opportunity to submit this fee proposal for the referenced work, over which our Team is very excited and eager to begin. Our comprehensive design services proposal is based upon the project scope as outlined in PS-4053-08/RTB, and is subject of course to modification pending further clarification and requests by the County.

I. SCOPE OF SERVICES

The C.T. Hsu + Associates (CTH+A) Team will provide design services for the following projects:

A. New Construction

The County has indentified one (1) fire station located at Aloma Ave. and Loma Vista. Additional fire stations may be added at various other sites throughout the County.

The design for each site shall be based on the design criteria for Seminole County Fire Stations and the prototype floor plan for a three-bay 10,000 square foot station. The building and site plan will be adapted to the differing conditions on each site with the floor plan remaining approximately the same. The projects will be issued as individual work orders to the selected consultant. All plans and specifications will be the property of Seminole County. The estimated construction cost is approximately \$2,000,000 per fire station. Architectural and Engineering services will include, but not be limited to architectural, structural, mechanical, electrical, systems, civil, fire protection, cost engineering, interior design, irrigation and landscape design.

These services will also include Construction procurement Services (including the production of Bid/Contract Documents, Drawings and Specifications, attendance at pre-bid meetings, etc.) Contract Administration Services (including reviewing change orders, pay applications, schedules, substitution requests, site visits, shop drawings and submittal review, RFI response, etc.) and Schedule Development and monitoring for design. Plan reviews will be held at schematic development, design development, and construction development plans and specifications. The plan reviews will be at approximately 30%, 60%, 90%, and 100% stages of design.

Signalization Design if required for any of the stations will be provided as additional services.

II. COMPENSATION

CTH+A Team proposes to provide the architectural and engineering services described herein for a lump sum fee of \$180,000 One Hundred Eighty Thousand Dollars, broken down as follows:

A. 3 Bay Fire Station

| | |
|--|--------------|
| 1. Fire Station - Aloma and Loma Vista | \$180,000.00 |
| Schematic Design | \$27,000.00 |
| Design Development | \$36,000.00 |
| Construction Documents | \$72,000.00 |
| Permitting / Bidding | \$9,000.00 |
| Construction Administration | \$36,000.00 |

Reimbursable expenses will be invoiced and compensated separately according to the *Reimbursable Expenses* guidelines set forth in the prime agreement.

III. TIME SCHEDULE

We expect to complete the scope of work for the entire project in approximately the following time period notice to proceed:

| | |
|--|--------------|
| Program Verification and Site Planning | 4 weeks |
| Design | 15-20 weeks |
| Construction | 10-12 months |

We are, as you know, extremely excited about this project and are eager to begin taking your public safety vision for the County a step closer to reality. If you need additional information, please do not hesitate to contact our office. We look forward to working with you on this important undertaking.

Sincerely,

C. T. HSU + ASSOCIATES, P.A.



C.T. Hsu, AIA
President

cc: File (PF/MF/CR)



C.T. HSU + ASSOCIATES, P.A.

Exhibit B: FEE QUOTATION PROPOSAL

Project Name: Seminole County Fire Stations

Name of Firm: C. T. Hsu + Associates, P. A.

Date: May 25, 2009

| ACTIVITY | Principal | | Project Mgr. | | Project Architect | | Architect | | Construction Admin | | Clerical | | Basic Activity \$ Amount | Manhrs by Activity | Avg Hdy Rate |
|--------------------------------------|-----------|-----------|--------------|-----------|-------------------|-----------|-----------|-----------|--------------------|-----------|----------|-----------|--------------------------|--------------------|--------------|
| | Man Hrs | Hrly Rate | Man Hrs | Hrly Rate | Man Hrs | Hrly Rate | Man Hrs | Hrly Rate | Man Hrs | Hrly Rate | Man Hrs | Hrly Rate | | | |
| I. Schematic Design Phase | 8 | \$209.15 | 16 | \$146.39 | 16 | \$104.57 | 32 | \$83.67 | 0 | \$83.67 | 20 | \$69.72 | \$9,760 | 92 | \$106.09 |
| II. Design Development Phase | 12 | \$209.15 | 24 | \$146.39 | 32 | \$104.57 | 48 | \$83.67 | 4 | \$83.67 | 40 | \$69.72 | \$16,509 | 160 | \$103.18 |
| III. Construction Document Phase | 16 | \$209.15 | 40 | \$146.39 | 80 | \$104.57 | 120 | \$83.67 | 16 | \$83.67 | 80 | \$69.72 | \$34,524 | 352 | \$98.08 |
| IV. Bidding / Negotiation Phase | 0 | \$209.15 | 14 | \$146.39 | 12 | \$104.57 | 16 | \$83.67 | 40 | \$83.67 | 8 | \$69.72 | \$8,561 | 90 | \$95.02 |
| V. Construction Administration Phase | 4 | \$209.15 | 16 | \$146.39 | 16 | \$104.57 | 80 | \$83.67 | 200 | \$83.67 | 120 | \$69.72 | \$36,646 | 436 | \$84.05 |
| | 40 | | 110.09 | | 156 | | 296 | | 260 | | 268 | | \$106,000 | 1,130 | \$93.80 |

TOTAL LUMP SUM FEE BREAKDOWN BY ACTIVITY

| | | | |
|------------------------------------|-----------|----------------|----------------|
| II. Schematic Design Phase | \$ | 27,000 | 15.00% |
| III. Design Development Phase | \$ | 36,000 | 20.00% |
| IV. Construction Document Phase | \$ | 72,000 | 40.00% |
| V. Bidding / Negotiation Phase | \$ | 9,000 | 5.00% |
| VI. Construction Administration Ph | \$ | 36,000 | 20.00% |
| TOTAL LUMP SUM FEE | \$ | 180,000 | 100.00% |

TOTAL LUMP SUM FEE COMPUTATIONS

| | | | |
|---|-----------|------------------|----------------|
| Total Manhours | 1,130 | Avg. Hourly Rate | \$93.80 |
| * Fee Subtotal | 1,130 | X | \$93.80 |
| | | | \$106,000 |
| | | | \$- |
| | | | \$- |
| | | | \$- |
| | | | \$106,000 |
| | | | \$- |
| | | | \$- |
| (d) Out-of-Pocket Expense (Consultants) | | | \$74,000 |
| (e) Miscellaneous Expense | | | \$- |
| TOTAL LUMP SUM FEE | \$ | 180,000 | 180,000 |
| ALLOWANCES | \$ | - | - |
| GRAND TOTAL | \$ | 180,000 | 180,000 |

I certify that the labor classification rates above are true and accurate.



Name: Timothy McNicholas, AIA, LEED AP
Title: Principal

Exhibit B: FEE QUOTATION PROPOSAL

Project Name: Seminole County Fire Stations

Name of Firm: CHPA Consulting Engineers, Inc.

Date: June 2, 2009

| ACTIVITY | Principal | | Project Mgr. | | Engineer | | Designer | | Construction Admin | | Clerical | | Basic Activity \$ Amount | Manhrs by Activity | Avg Hry Rate |
|--------------------------------------|-----------|----------|--------------|----------|----------|----------|----------|----------|--------------------|----------|----------|----------|--------------------------|--------------------|--------------|
| | Man Hrs | Hry Rate | Man Hrs | Hry Rate | Man Hrs | Hry Rate | Man Hrs | Hry Rate | Man Hrs | Hry Rate | Man Hrs | Hry Rate | | | |
| I. Schematic Design Phase | 0.5 | \$200.00 | 3 | \$185.00 | 4 | \$125.00 | 0 | \$115.00 | 0 | \$145.00 | 0 | \$70.00 | \$1,155 | 8 | \$154.00 |
| II. Design Development Phase | 0 | \$200.00 | 3 | \$185.00 | 7 | \$125.00 | 39 | \$115.00 | 0 | \$145.00 | 0 | \$70.00 | \$5,915 | 49 | \$120.71 |
| III. Construction Document Phase | 1.124 | \$200.00 | 7 | \$185.00 | 12 | \$125.00 | 82 | \$115.00 | 0 | \$145.00 | 0 | \$70.00 | \$12,450 | 102 | \$121.91 |
| IV. Bidding / Negotiation Phase | 0 | \$200.00 | 0 | \$185.00 | 0 | \$125.00 | | \$115.00 | 0 | \$145.00 | 0 | \$70.00 | \$0 | 0 | |
| V. Construction Administration Phase | 0 | \$200.00 | 5 | \$185.00 | 4 | \$125.00 | 0 | \$115.00 | 28 | \$145.00 | 0 | \$70.00 | \$5,485 | 37 | \$148.24 |
| | | | | | | | | | | | | | | | |
| | 2.124 | 200 | 22.83 | 185 | 44.88 | 125 | 120.8 | 115 | 28 | 145 | 0 | 70 | \$25,005 | 196 | |

TOTAL LUMP SUM FEE BREAKDOWN BY ACTIVITY

| | | |
|---------------------------------------|----|--------|
| II. Schematic Design Phase | \$ | 1,150 |
| III. Design Development Phase | \$ | 5,915 |
| IV. Construction Document Phase | \$ | 12,450 |
| V. Bidding / Negotiation Phase | \$ | - |
| VI. Construction Administration Phase | \$ | 5,485 |

TOTAL LUMP SUM FEE \$ 25,000

TOTAL LUMP SUM FEE COMPUTATIONS

* Fee Subtotal \times Avg. Hourly Rate \$0.00 =

Subtotal \$

(d) Out-of-Pocket Expense (Consultants)
(e) Miscellaneous Expense

TOTAL LUMP SUM FEE \$ 25,000
ALLOWANCES
GRAND TOTAL \$ 25,000

I certify that the labor classification rates above are true and accurate.

Name: Michael Thompson
Title: Project Manager

May 27, 2009

| ACTIVITY | | Principal | | Project Manager | | Designer | | Field Technician | | CAD Operator | | Clerical | | Basic Activity \$ Amount | Manhrs by Activity | Avg Hrlly Rate |
|--------------------------------------|--|-----------|-----------|-----------------|-----------|----------|-----------|------------------|-----------|--------------|-----------|----------|---------|--------------------------|--------------------|----------------|
| | | Man Hrs | Hrly Rate | Man Hrs | Hrly Rate | Man Hrs | Hrly Rate | Man Hrs | Hrly Rate | Man Hrs | Hrly Rate | | | | | |
| | | | | | | | | | | | | | | | | |
| I. Program Development | | | \$34.00 | | \$27.00 | | \$19.50 | | \$19.76 | | \$15.92 | | \$15.00 | | | |
| II. Schematic Design Phase | | 2 | \$34.00 | 9 | \$27.00 | | \$19.50 | | \$19.76 | | \$15.92 | | \$15.00 | \$311 | 11 | \$28.27 |
| III. Design Development Phase | | 2 | \$34.00 | 18 | \$27.00 | | \$19.50 | | \$19.76 | | \$15.92 | | \$15.00 | \$554 | 20 | \$27.70 |
| IV. Construction Document Phase | | 2 | \$34.00 | 18 | \$27.00 | | \$19.50 | | \$19.76 | | \$15.92 | | \$15.00 | \$554 | 20 | \$27.70 |
| V. Bidding / Negotiation Phase | | | \$34.00 | 2 | \$27.00 | | \$19.50 | | \$19.76 | | \$15.92 | | \$15.00 | \$54 | 2 | \$27.00 |
| VI. Construction Adminstration Phase | | 2 | \$34.00 | 6 | \$27.00 | | \$19.50 | | \$19.76 | | \$15.92 | | \$15.00 | \$230 | 8 | \$28.75 |
| VII. Post Construction Phase | | | \$34.00 | | \$27.00 | | \$19.50 | | \$19.76 | | \$15.92 | | \$15.00 | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | \$1,703 | 61 | \$27.92 |

TOTAL LUMP SUM FEE COMPUTATIONS

| | | | | | |
|--|----|---|---------|----|-----------------|
| * Fee Subtotal | 61 | x | \$27.92 | \$ | <u>1,703.00</u> |
| Additives: | | | | | |
| (a) Lump Sum or 2.99 For Fringe Benefits and Overhe: | | | | \$ | <u>3,388.97</u> |
| Subtotal | | | | \$ | <u>5,091.97</u> |
| (b) Out-of-Pocket Expense | | | | \$ | <u>624.95</u> |
| (c) Miscellaneous Expense | | | | \$ | <u>-</u> |


| | | |
|----|----------|---------|
| \$ | 5,091.97 | 100.00% |
|----|----------|---------|

| | | |
|--------------------|----|----------|
| TOTAL LUMP SUM FEE | \$ | 5,716.92 |
|--------------------|----|----------|

Date: 05/29/2009

Exhibit C - Seminole County Fire Station No. 28 Man Hours

| PHASE OF PROJECT: | | Principal Engineer | Chief Engineer | Project Manager | Sr. Engineer | Eng. II | Eng. I | Eng. Intern II | Clerical | Total Hours Per Task | Total Fee Per Task |
|---|--|--------------------|----------------|-----------------|--------------|-------------|-------------|----------------|-------------|----------------------|--------------------|
| TASKS | | \$ 259.90 | \$ 205.55 | \$ 183.50 | \$ 164.40 | \$ 125.71 | \$ 96.21 | \$ 62.13 | \$ 73.02 | | |
| Task #1 - Schematic Design | | 0 | 1 | 2 | 2 | 4 | 3 | 5 | 2 | 19 | \$ 2,149.51 |
| Task #2 - DD/Preliminary Permitting Phase | | 2 | 4 | 4 | 1 | 8 | 12 | 40 | 2 | 73 | \$ 7,031.84 |
| Task #3 - Seminole County DRC | | 1 | 0 | 8 | 0 | 4 | 8 | 20 | 2 | 43 | \$ 4,389.06 |
| Task #4 - CD/Final Permitting Phase | | 2 | 4 | 5 | 4 | 11 | 35 | 40 | 5 | 106 | \$ 10,517.56 |
| Task #5 - Bidding Phase | | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 1 | 6 | \$ 1,012.57 |
| Task #6 - Construction Phase Services | | 1 | 2 | 12 | 0 | 1 | 4 | 8 | 2 | 30 | \$ 4,026.63 |
| Task #7 - Project Closeout | | 0 | 1 | 1 | 0 | 0 | 0 | 8 | 0 | 10 | \$ 886.09 |
| Hours this Project | | 6 | 13 | 36 | 7 | 28 | 62 | 121 | 14 | 287 | |
| Man/Hr Costs this Project | | \$ 1,559.40 | \$ 2,672.15 | \$ 6,606.00 | \$ 1,150.80 | \$ 3,519.88 | \$ 5,965.02 | \$ 7,517.73 | \$ 1,022.28 | | \$ 30,013.26 |
| Reimbursables | | | | | | | | | | | \$0.00 |
| TOTAL FEE | | | | | | | | | | | \$ 30,013.26 |


 Name: Jason D. Vargas
 Title: Project Manager

Date: May 25, 2009

Name of Firm: Allan and Conrad, Inc.

TOTAL LUMP SUM FEE COMPUTATIONS

NORMALIZED FEE BY ACTIVITY

Reimbursable Expenses (Printing)(d) Out-of-Pocket Expense (Consultants)

| | | | |
|--------------------|----|--------|---------|
| TOTAL LUMP SUM FEE | \$ | 13,295 | 100.00% |
|--------------------|----|--------|---------|

| | |
|-----------------------|--------|
| TOTAL LUMP SUM FEE \$ | 13,895 |
|-----------------------|--------|

| | | |
|-------------|----|--------|
| ALLOWANCES | \$ | - |
| GRAND TOTAL | \$ | 13.895 |

I certify that the labor classification rates above are true and accurate.

Name: Carl W. Jenne, P.E.
Title: Principal